John Hodges Trust for Harpsden Hall
Registered Charity No 304312

Standard Conditions of Hire of Harpsden Village Hall

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

(i) supervision of the premises, the fabric and the contents;

(ii) care of the premises, safety from damage however slight or change of any sort; and

(iii) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises. Under the terms of the Trust Deed, bookings for political purposes cannot be accepted. Special booking conditions may apply in the case of some events such as junior discos and are subject to approval by the Manager. The Hall may not be used for indoor sports without the Trustees' prior consent. The maximum number of persons permitted under the Fire Regulations is 120. **The Hall and the toilet block must be left as clean and tidy as how you found it and vacated by midnight at the latest. Where applicable, the deposit of up to £150 will be retained by the Manager if the Hall is not vacated by midnight and/or the hall is not left as found.**

4. Insurance and indemnity

(i) You are liable for:

(a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents and including damage to the Hall floor from stiletto heels

(b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service

(c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service, and

(d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to sub-clause (ii) you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i) (c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

(a) any insurance excess incurred and

(b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Hall Manager. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence. It is the responsibility of the Hirer of the hall and grounds to check that all equipment (e.g. bouncy castles and marquees), which is hired for an event from a third party has its own insurance/public liability cover.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or which is attended by children. Please see attached Harpsden Village Hall Guide for Hall Users for instruction in:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
- That you have conducted a fire drill once you have read the Emergency Evacuation Plan which must be recorded. Regular Hall Hirers must conduct fire drills on a regular basis and submit to the Hall Manager.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the Hall Manager.

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Noise levels must avoid being anti-social or illegal and no music must be played in the Hall after 11.30pm. Music must not be played in the Hall grounds without the prior written permission of the Manager. Hirers must respect the residential nature of the area and must not disturb neighbours, particularly if leaving the Hall late at night.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

(i) no one attending the event consumes excessive amounts of alcohol

(ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The Hall is provided with a refrigerator and thermometer.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, are regularly tested and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety. Sockets must not be overloaded with hirer's equipment. No untested electrical equipment may be brought into the kitchen. Deep-fat frying in the kitchen is strictly forbidden. In addition, no cooking appliance must be left unattended when in use.

15. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, at our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

(i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended

(ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in the cigarette bins provided, so as not to cause a fire.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. The Hall Manager will give assistance in completing this. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

(i) Highly flammable substances are not brought into or used in any part of the premises.

(ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that assistance dogs and their owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises either in Harpsden, the surrounding villages or in Henley-on-Thames and must indemnify us and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. You must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

(i) not to use the WiFi service for any for the following purposes:

(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

(c)interfering with any other persons use or enjoyment of the WiFi service; or

(d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

(ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

24. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

(i) if you use any equipment which is defective or illegal;

(ii) if you cause any technical or other problems to our WiFi service;

(iii)if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;

(iv) if you resell access to our WiFi service; or

(v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

25. Availability of WiFi Services

(i) Although we aim to offer the best WiFi service possible, we make no promise that it will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

(iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

(i) We may collect and store personal data through your use of our WiFi service.
(ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
(iii) By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to the Hall Manager

27. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, our cancellation charges are as follows:

a. Less than 14 days before Hire Date: Hire charge is payable in full
b. Less than 28 days before Hire Date: 50% of hire fee payable
c. More than 28 days before Hire Date: 10% of hire fee payable

We reserve the right to cancel this Agreement by giving you written notice in the event of:

(i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
(ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
(i) the premises becoming unfit for your intended use;
(ii) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

You are responsible for leaving the premises and surrounding area as clean and tidy as you found it, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

29. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations, or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

30. Other special conditions

Hall hirers may only use a ladder with an assistant steadying the bottom of it. Children under 12 are not allowed on the stage unless supervised by an adult. Children under 8 are not allowed in the kitchen at any time. Use of Glitter is not permitted.

31. Alcohol

No alcohol is to be **sold** unless the Hirer provides evidence that an appropriate TEN (Temporary Event Notice) has been obtained from SODC: see Temporary Event Notices - South Oxfordshire District Council (southoxon.gov.uk) for details or phone 01491 823209.

32. Car Parking

Persons bringing or parking cars in the Hall car park **do so at their own risk** and the hirer is responsible for the proper supervision of car-parking arrangements so as to avoid obstruction to fire exits or blocking exit to the highway**.** The Trustees accept no responsibility for loss or damage caused to or by vehicles or persons using the car park or field. Use of the field will be restricted in the case of severe wet weather.

33. CCTV

A CCTV system is installed at Harpsden Village Hall to maintain the security of the premises, to deter, detect and prevent crime, vandalism and anti-social behaviour, to provide a safe and secure environment for volunteers, staff, hirers, visitors and contractors, and to assist Law Enforcement Agencies to carry out their lawful duties. CCTV operates in designated outdoor areas of the premises only and may operate during the Hirer's period of hire.

The Hall is responsible for the operation and management of the CCTV system and the processing of CCTV images. Hirers must not attempt to access, copy, view or interfere with CCTV equipment or recordings. CCTV recordings will only be accessed or disclosed by authorised persons and will be retained and disclosed in accordance with the Hall's CCTV Policy and applicable data protection legislation.

Hirers remain responsible for their own safeguarding, supervision, risk assessment and other legal or regulatory responsibilities relating to their activities and participants.

Our CCTV Policy can be found on our website.

34. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.